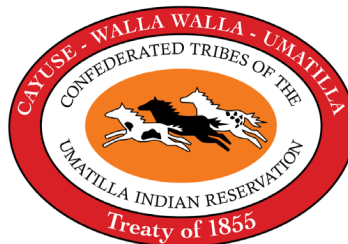


REQUEST FOR PROPOSAL (RFP)

Confederated Tribes of the Umatilla Indian Reservation
Umatilla Anadromous Fish Habitat Project
Department of Natural Resources

**Meacham Creek RM 10-11 Restoration and In-stream Enhancement Project
Construction Materials and Construction Services**



RFP No. 2025-02/401-025
Date Issued: **May 1, 2025**

Technical Contact: Jude Love (judelove@ctuir.org)
541-429-7283 (Office & Fax), 541-215-7226 (Cell)

Administrative Contact: Julie A. Burke (julieburke@ctuir.org)
541-429-7292 (Office & Fax)

Critical Dates:

Site Tour	May 22, 2025– 9:00 am PST
Request for Clarification Deadline:	May 28, 2025 – COB
Response to Clarification Deadline:	May 30, 2025 - COB
Proposal Submission Deadline:	June 6, 2025 – 2:00 pm PST
Tentative Award Selection (est.):	June 18, 2025
Contract Award (est.):	June 27, 2025
Project Initiation (Implementation Phase):	July 1, 2025
Project In-Water Work Window:	July 1, 2025 – August 15, 2025
Project Completion (Implementation Phase):	December 31, 2025

Request for Proposal
Part I – General Information and RFP Process
Meacham Creek RM 10-11 Restoration and In-stream Enhancement Construction
Materials and Construction Services

1.1 *Project Purpose and Location*

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Department of Natural Resources Fisheries Program is requesting proposals for the implementation of the Meacham Creek RM 10-11 Restoration and In-stream Enhancement Construction Materials and Construction Services (hereafter referred to as the “Project”) to support the on-going restoration efforts in the Umatilla River basin (Attachment A). Project work includes the following bid items:

- **Group 1:** Construction material acquisition and delivery of conifer logs with rootwads attached; and,
- **Group 2:** Construction services to provide all work necessary for floodplain construction and installation of the conifer logs with rootwads attached as described in the Meacham Creek RM 10-11 In-Stream Design and Construction Oversight Implementation Plan (Hereafter, referred to as the “Plans”) and can be access via the link: [Reports & Data – Umatilla River Basin](#).

PLEASE NOTE THAT THIS PROJECT IS BEING SOLICITED IN 2025 FOR A 2025 CONSTRUCTION TIME PERIOD.

The Project is located along Meacham Creek near river mile (RM) 9.1 in T01N, R36E, in portions of Sections 5, and 8 Umatilla County, Oregon (Attachment A), approximately 32 miles east of Pendleton, Oregon, on Meacham Creek near RM 9.1. The current land use is characterized as a railroad and river corridor with fish and big game winter range habitat and is used by CTUIR tribal members to exercise treaty rights. The project is on US Forest Service land.

The Project will include acquisition and delivery of the appropriate number of conifer trees and logs with rootwads attached and ballast boulders and construction services to complete the Plans (Project Plans include floodplain excavation, levee, berm, and spur dike removal, installation of LWD structures, and gravel augmentation). Construction work will be completed as described in accordance with the Plans.

The successful implementation of the Project will increase channel complexity and floodplain connectivity for Endangered Species Act (ESA)-listed and non-ESA-listed native fish species within the Meacham Creek watershed. These identified pre-project goals will be met through the implementation and construction of the Project and are to improve:

- Floodplain connectivity (increase base flow, increase shallow groundwater capacity, and increase capability of functional connection and interaction with the floodplain through hyporheic flow);

- Channel morphology (improve channel form, sinuosity, complexity, geomorphic and hydrograph stability);
- Fish habitat (increase the quality and diversity of in-stream habitat for resident and anadromous fish in Meacham Creek); and,
- Restoration of natural channel processes (through the addition of large wood to increase channel complexity, restoration of sediment routing processes through the removal of levees and other floodplain impediments and planting of native species in the floodplains and uplands).

1.2 Scope of the RFP

The proposal for this request will include construction material acquisition, delivery of conifer logs with rootwads attached, and construction services to be completed as described in the Plans. When bidding on a particular item, cost estimates should include sufficient detail as well as supportive documentation justifying costs associated with the work required to complete the group being targeted.

The Contractor is responsible for providing estimates that are based on the Plans. Bids should be based on the physical conditions of the project site and the pre-identified staging areas (as determined in the Plans), and the ability to work cost effectively within the scope of the Plans. The Contractor's bid will demonstrate diligence and focus in bid preparation with specific effort directed at the evaluation, identification and suggested resolution of any discrepancies, lack of clarity, or other questions arising from the evaluation of the Plans, permit or supplementary project materials that may affect the timing, schedule, execution or unforeseen expenditures related to the project.

1.3 Project Timeline:

Project materials delivery will begin on/or around **July 1, 2025**; this date may change and will be negotiated with the selected contractor.

Construction project staging is scheduled to begin as close to **July 1, 2025** as possible. The exact timing will be negotiated with the selected contractor(s), after all project clearances are obtained.

Project work is scheduled to commence on or about **July 1, 2025** with completion by **December 31, 2025**. To ensure integrity of the stream channel and to reduce impacts to water quality and aquatic organisms, floodplain activities will be completed separately from activities in the wetted channel. Activities in the floodplain will occur between July and November (weather dependent), whereas work in the wetted channel must occur between **July 1, 2025** and **August 15, 2025**

Work in the floodplain will consist of completing all activities above the ordinary high-water elevation, which is identified in the Plans. Such activities include site preparation, floodplain excavation, and installation of floodplain log jams and large wood structures. Work below the ordinary high-water elevation consists of those activities defined in the Plans (e.g. placing of backfill material in the floodplain that requires crossing the wetted channel, installation of log jams and LWD structures, and installation of temporary

crossings). All work below the ordinary high-water elevation must occur between **July 1, 2025** and **August 15, 2025**

1.4 Closing Date for Submissions

The closing date for submissions will be on **June 6, 2025** at **2:00 pm.**, Pacific Standard Time (PST). Proposals received after the specified time will not be considered. Submissions shall be:

- Submitted via e-mail to julieburke@ctuir.org by the date and time indicated on page one of this solicitation;
- Bids must be submitted in PDF format;
- Original Bid Bond should be hand-delivered and/or delivery service and,
- Subject Line should read: Meacham Creek RM 10-11 Restoration and In-stream Enhancement Project Construction Materials and Construction Services.

1.5 In Writing

Proposals must be prepared by computer or typewriter. No oral, handwritten, telephone, e-mail, or facsimile Proposals will be accepted.

1.6 Necessary Information

Proposals must contain all information requested in the RFP. The CTUIR will not consider additional information submitted after the Closing Date and may reject incomplete proposals.

1.7 Cost of Proposals

The CTUIR shall not be liable for any expenses incurred by Contractors in either preparing or submitting Proposals, evaluation/selection, or contract negotiation process, if any.

1.8 Request for Clarification

Contractors may submit a written request for clarification via mail or email by **May 28, 2025**. The CTUIR will not consider any requests submitted after the period specified above. Questions regarding the RFP or request for clarification shall be emailed to the RFP technical contact listed on the front cover page.

1.9 Response to Requests for Clarification

Responses to questions will be provided no later than **May 30, 2025**.

1.10 Proposals Constitute Firm Offers

Submission of a Proposal constitutes Contractor's affirmation that all terms and conditions of the Proposal constitute a binding offer that shall remain firm for a period of ninety (90) days from the Closing Date.

1.11 *Signature Required; Proposer Affirmations*

An authorized representative of the Contractor must sign the original Proposal. Contractor's signature and submission of a signed Proposal in response to the RFP constitute Contractor's affirmation that the Contractor agrees to be bound by the terms and conditions of the RFP and by all terms and conditions of the Contract awarded.

1.12 *Type of Contract*

The CTUIR shall execute a fixed-price contract for Construction Materials and Services.

1.13 *Confidential Information*

Bids are confidential until the evaluation and selection process has been completed and the CTUIR has issued a notice of tentative award. Any information a Contractor submits in response to the RFP that the Contractor considers a trade secret or confidential proprietary information, and Contractor wishes to protect from public disclosure, must be clearly labeled with the following:

"This information constitutes a trade secret or confidential proprietary information."

1.14 *Requests for Further Clarification of Proposals*

The CTUIR may request additional clarification from Contractors on any portion of the Proposal.

1.15 *Cancellation of RFP*

The CTUIR may cancel this RFP at any time upon finding that it is in the CTUIR's best interest to do so.

1.16 *Rejection of Proposals*

The CTUIR may reject a particular Proposal or all Proposals upon finding that it is in the CTUIR's best interest to do so.

1.17 *Tentative Award and Contract Negotiations*

The CTUIR will provide a written tentative award notice to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The CTUIR will enter into negotiations with the responsible Contractor on the following contract terms: (a) Contract tasks; (b) Staffing; (c) Performance Schedule; and (d) A maximum, not to exceed fixed-price contract price, which is consistent with the Quote and fair and reasonable to the CTUIR, taking into account the estimated value, scope, complexity, and nature of the services to be provided. The CTUIR may also negotiate the statement of work and, at its discretion, add to the scope of services based on a contractor's recommendations (but still within the scope of this RFP) or reduce the scope of services.

Final award will be contingent upon successful negotiation of a contract within 14 days after the tentative award.

The CTUIR may terminate negotiations if they fail to result in a contract within a reasonable time. The CTUIR will then enter into negotiations with the next responsible Contractor, and if necessary, the third responsible Contractor. If the second or third round of negotiations fails to result in a contract, the CTUIR may formally terminate the solicitation.

1.18 *Protest of Tentative Award Selection*

A notification of tentative award to the Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives will be communicated to all Contractors that submitted a Proposal in response to this RFP. A Contractor who claims to have been adversely affected by the selection of a competing Contractor shall have seven (7) calendar days after receiving the notice of selection to submit a written protest of the selection to the RFP contact listed in Part 1.4. The CTUIR will not consider protests submitted after the date established in this Part. The protest must clearly state the grounds upon which the Protest is based.

1.19 *Award*

After expiration of the seven (7)-calendar day selection protest period and resolution of all protests, the CTUIR will proceed with final award.

1.20 *Investigation of References*

The CTUIR reserves the right to investigate the references and past performance of any Contractor with respect to its successful performance of similar services, compliance with RFP and contractual obligations, and its lawful payment of suppliers, sub-contractors, and employees. The CTUIR may postpone award or execution of the contract after the announcement of the apparent successful Contractor in order to complete its investigation. The CTUIR reserves the right to reject any proposal at any time prior to the execution of any resulting contract.

1.21 *Amendments*

The CTUIR reserves the right to amend the resulting Contract from this RFP. Amendments could include but are not limited to, changes in the statement of work, extension of time and consideration changes for the Contractor. All amendments shall be in writing and signed by all approving parties before becoming effective. Only the CTUIR has the final authority to execute changes, notices or amendments to Contract.

1.22 *Tour of Site*

A **voluntary** tour of the site will occur on **May 22, 2025 at 9:00 am**. Interested contractors should meet in Mission in the front parking lot (east facing) of the Nixyáawii Governance Center, located at **46411 Timíne Way, Pendleton, OR 97801**.

Please **RSVP attendance at least two days in advance of the site tour to the following:**

To: Technical Contact: Jude Love (judelove@ctuir.org)

Copy: Administrative Contact: Julie A. Burke (julieburke@ctuir.org)

PART II – SERVICES AND MATERIALS TO BE PROVIDED

2.1 *Scope of Work*

The CTUIR is currently accepting proposals to implement a fish habitat and floodplain restoration project on Meacham Creek, approximately 32 miles east of Pendleton, Oregon. The goal is to benefit Middle Columbia summer steelhead, which are listed as Threatened under the Endangered Species Act of 1973 (ESA), as well as other culturally, ecologically, and economically important aquatic species. The project is located near RM 9.1 of Meacham Creek and is almost entirely within the boundaries of US Forest Service land.

This proposal includes the following:

- **Group 1:** Construction material acquisition and delivery of conifer trees and logs with rootwads attached and ballast boulders; and,
- **Group 2:** Construction services (all work necessary for floodplain earthwork and installation of the log jams as described in the Plans).

The Project includes the following major elements, which are described in greater detail in the accompanying Plans:

- Placement of 203 conifer logs with rootwads, 36 logs without rootwads, 72 ballast boulders (2–3-foot diameter), and 660 cubic yards (CY) of slash and racking.
- Excavation of 11,500 cy of floodplain alluvium from existing berms, levees, and spur dikes. Excavated material to be placed as gravel augmentation at locations shown in the Plans.
- Work with CTUIR staff to plant willow stakes during construction.
- Meet with CTUIR and Engineering staff (Tetra Tech) weekly for coordination meetings.

All channel structures shall be completed and constructed according to the Plans, permit conditions, and as directed on-site by the Owner Representative (CTUIR) or Designated Technical Representative. It is the selected contractor's responsibility to follow all conservation measures and best management practices, as outlined in the construction plans for the proposed project. The CTUIR will negotiate a final contract based on the Contractor proposal and adherence to and understanding of the Plans. Contract implementation will be conditional on receipt of all regulatory permits by project start date.

2.2 Project Specifications

Material Procurement and Delivery (See the Plans)

The Contractor shall be responsible for procuring the necessary large woody material and ballast boulders for implementing the proposed project. All large woody material and ballast boulders for the proposed project must meet the minimum standards for species, diameter and length and quantities listed in the tables below. It is our intent to have as many of the limbs attached to all the trees as is possible. Please also note that a tree is defined as the specified piece (as defined in the table below) **AND** its associated top. Rootwad diameters shall be a minimum of two times the timber bole diameter.

PLEASE REVIEW THE TREE SPECIFICATIONS IN THE PLANS THOROUGHLY BEFORE SUBMITTING BIDS.

CONIFER LOGS WITH ROOTWADS ATTACHED	
Min 24" DBH x Min 40' Long	Min 18" DBH x Min 35' Long
24	179

CONIFER LOGS WITHOUT ROOTWADS ATTACHED
Min 18" DBH x Min 35' Long
36

Slash/Racking
2-10" DBH x 6-16' Long
660 cubic yards

Ballast Boulders
2 – 3 Foot Diameter
72

The large woody material and ballast boulders shall be delivered by the Contractor to the appropriate staging area located within the Project area as shown in the Plans, or as mutually agreed upon with the CTUIR. The appropriate conifer species list can be found in the construction specifications section of the Plans. If applicable, the Contractor providing materials shall coordinate with the Contractor providing construction services to ensure delivery at an appropriate species, time, and place to not impede construction. The CTUIR will review, and if necessary, reject any and all materials delivered that do not meet the requirements in the Plans.

Construction Services

Mobilization

Point of Hire/Delivery is the Meacham Creek stream corridor at the identified locations in the Plans. Bid item should be specific to mobilization and demobilization of heavy equipment, temporary drinkable water and sanitation services necessary for completion of the project (Attachment C).

Site Preparation

The Contractor shall be responsible for construction of temporary access roads, preparation of the construction staging area; and erosion/pollution control. Contractor shall excavate, sort by size, and stage whole trees with rootwads attached from the excavated project area to adjacent staging areas for later use in the project. To the extent practicable, existing vegetation will be maintained on the floodplain and along the wetted channel. Mature cottonwoods, alder and conifers will be maintained throughout the project area as identified by Owner Representative. Contractor shall save small to medium trees or shrubs during all contract activities as directed by the Owner Representative and incorporated into project activities within proximity of the clearing and grubbing location. The pre-construction surveying layout shall be completed by the CTUIR project engineering team (Tetra Tech) prior to the project begin date. Staking will be adequate enough to provide clear communication of the proposed area of disturbance. No disturbance shall occur outside the staked or flagged clearance areas.

Earthwork

Site preparation will include clearing and grubbing. Following site preparation, earthwork will involve floodplain topography excavation, gravel augmentation, and decompaction of all access routes. Please refer to the Proposed Actions detailed in the Plans for exact locations of earthwork.

Placement of Logs with Rootwads

Contractor shall build structures in accordance with the Plans and as directed by the Owner Representative. Fish habitat features will vary in sizes from large, complex log jams to other various types of log configuration. A total of 239 pieces of conifer trees and logs with and without rootwads attached are included in this RFP as defined in the Plans. Bid item incorporates costs of hauling logs stockpiled and stored from construction work and within the staging area.

Erosion control and Site Rehabilitation

Contractor is responsible for all temporary erosion and sediment controls contained in the Plans as defined in the Specifications. The Contractor is responsible to install additional controls to prevent any sediment leaving the construction site. Contractor is responsible for submitting and following an approved erosion control plan and construction area Best Management Practices (BMP's) meeting all project permitting requirements.

Following completion of all project activities, Contractor shall decompact (please refer to the Plans that include the Specifications) all compacted temporary access roads and staging areas. Following decompaction, the Contractor shall

mechanically re-seeded with a native seed mix identified in the Plans and approved by the Owners Representative all decompacted areas.

Other Project Implementation Activities

Four temporary crossings are proposed for construction to implement the project. The temporary crossings used by the Contractor will meet construction specifications in the Plans, environmental compliance conditions, and be installed at the location shown on the Plans. The location shown may be adjusted based on field conditions following winter high flows but require approval by the Owners Representative. Bid item should include materials, installation costs, and decommissioning costs.

Bid item include installation and removal of construction BMP's. Work includes cleanup tasks necessary in leaving the construction area in the most natural state.

The final project as-built survey will be conducted by the CTUIR project engineer (Tetra Tech); however, the Contractor shall perform as-built surveys during construction to document, at a minimum, that wood structures installation within the channel and floodplain where the structures are installed to meet design specifications identified in the Plans. The Contractor shall provide adequate survey data and recorded points verifying construction elevations and horizontal extents to meet design specifications for "Record" Drawings defined in the Plans. The data shall be provided to the Owners Representative upon completion of construction activities.

Defined Requirements: As previously stated, construction staking shall be completed by the CTUIR project engineer (Tetra Tech) prior to project work activities indicating areas of disturbance, excavation and fill, and locations of structures. The survey of as-built construction required by the Contractor, as previously defined, shall be completed, and deliverables shall be transmitted to CTUIR in a manner consistent with the specifications detailed in Attachment D – GIS Standards and Requirements and the Plans (see Specifications). Contractor shall provide all materials, items, operations, or methods specified, listed, or scheduled on the Drawings in the Plans or in the Specifications in the Plans, including all materials, labor, equipment, and incidentals necessary and required to conduct proper surveys required to verify staking and layout of the work, based on field staking and flagging and CAD files, if requested, provided by the CTUIR engineer (Tetra Tech). Contractor proposal must describe in detail survey methodology and data submittal in meeting these requirements relative to documenting completion of work specific to design specifications. The CTUIR and engineer (Tetra Tech), will review the submittal and will approve or reject the submittal prior to payment.

2.3 Required Equipment Standards:

Provided below are the required equipment standards:

- A. Synthetic hydraulics - hydraulic oil in the track-mounted excavators that are utilized during project construction must meet or exceed stringent acute aquatic toxicity (L-50), which is inherently biodegradable. Example: Chevron Clarity or equivalent. (Note: Compliance with specification will be tested by the CTUIR and designated agent).
- B. Spill Kits (including rag pads and booms) will be required on site at all times.
- C. Equipment will be free of leaks, free of weeds, and be in good operating condition.
- D. Equipment will be inspected prior to entering the project area to ensure it has been pressure washed and is free of any dirt and/or weed seeds. Equipment that does not pass this inspection will be rejected.

Note: Compliance with equipment standards will be periodically inspected by the CTUIR or a designated agent.

2.4 Minimum Equipment Specifications:

Proposed equipment quantities and specifications are the responsibility of the Contractor in meeting the project construction and timelines as outlined in the construction specifications and Drawings. Contractor must meet minimum equipment requirements. Equipment built by other manufacturers must be equivalent in size and capacity.

Minimum equipment:

- Caterpillar® 321C-LCR or equivalent medium excavator with reduced radius tail swing, bucket thumb
- Caterpillar® 328D-LCR or equivalent large excavator reduced radius tail swing, bucket thumb
- Caterpillar® 730 or equivalent off-road dump truck for transporting trees within the project area.
- Caterpillar® D6 or equivalent dozer with 6-way blade and ripper

2.5 Materials and Services Furnished by the Contractor:

The Contractor must supply all equipment and experienced operators necessary to complete the work specified in the contract. In addition, the contractor must furnish and cover:

1. All costs of equipment, operation, and transportation.
2. An experienced, qualified supervisor for crew.
3. All required safety equipment and training for crew members in use of tools.
4. Designated representative to supervise contract operations and represent Contractor.
5. All materials and equipment for BMP implementation.

The Contractor must follow the Build America Buy America Act (BABA) requirements for construction materials using Oregon Watershed Enhancement Board funding. See Attachment E for more details.

2.5.1 Oil and Fuel Spill Prevention

The contractor will be allowed to fuel, lubricate and perform minor maintenance activities to trucks or other heavy machinery at the project site. However, these activities must occur greater than 150 feet away from any water body or stream in the vicinity of the project site. The CTUIR or a designated agent reserves the right to inspect the contractor's equipment at any time. Equipment must be in good working condition, free from leaks in hydraulic, fuel and power systems and clean enough to allow for close inspection of these systems. The CTUIR reserves the right to reject any equipment that does not meet these conditions.

2.5.2 Fire Prevention and Control

The contractor shall comply with all fire prevention restrictions implemented by the Bureau of Indian Affairs Umatilla Agency, while working within the boundaries of the Umatilla Indian Reservation and all fire prevention restrictions put in place by the Umatilla National Forest and Oregon Department of Forestry while working outside the boundaries of the Umatilla Indian Reservation. Specific tools and other restrictions required by CTUIR can be found in the contract specifications. Required tools and equipment shall be kept in serviceable condition and immediately available for firefighting at times during operations. Contractor shall immediately report fires to the Blue Mountain Interagency Dispatch Center at 541-963-7171 or by calling 911. Refer to <https://bmidc.org/index.shtml>

The contractor shall take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's operations. The contractor shall take immediate action to suppress such fires. The contractor, acting independently, shall immediately extinguish without expense to the CTUIR or the landowner, all fires on or in the vicinity of the project site, which are caused by the contractor or the contractors' employees, whether set directly or indirectly as a result of the work on the project. The contractor may be held liable for damages resulting from fires set or caused by the contractor's employees or resulting from the operation of this contract. If the amount and character of labor, subsistence, supplies and transportation which the contractor is in a position to furnish promptly for fire suppression prove inadequate, the CTUIR or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the contractor.

2.5.3 Regulations and Permits

The Contractor shall, without additional expense to the CTUIR, be responsible for complying with any Federal and State Laws, Codes, and Regulations applicable to the performance of the work.

Additionally, the Contractor(s) shall obtain a Contractor's Right-of-Entry agreement with the Union Pacific Railroad (this carries a \$1,000 fee). This application fee will be paid by the CTUIR for each Contractor.

2.5.4 Contractor Bonding, Liability, Licensing, Insurance and Bid Deposit Requirements:

The Contractor shall be held responsible for all damages to persons or property that occur as a result of the Contractors' fault of negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The CTUIR will be responsible for providing liability and workers compensation insurance for its employees when they are on the work site.

Contractor must be a licensed contractor with the State of Oregon (CCB #) and hold liability insurance with the following limits: \$4,000,000 aggregate, and \$2,000,000 per occurrence. Liability insurance must name the CTUIR as an additional insured party for the duration of the project. Contractor must provide Commercial Automobile Liability Insurance in an amount equal to the greater of (1) \$2,000,000 for all vehicles used in the performance of the services or (2) any other amount required by applicable law. Contractor must also provide a certificate of workman comp insurance (if contractor has employees).

Additionally, the Contractor will be required to obtain the UPRR Protective Liability Insurance at no additional expense to the CTUIR.

Contractor shall post-Performance and Payment Bonds equal to 100 percent of the contract construction services price before work commences.

A bid deposit of 5% of the total bid must accompany the bid. This must be in the form of a bid bond, certified check, or cashier's check issued to "CTUIR DNR Fisheries". The bid deposit will be returned as per final contract acceptance.

2.5.5 Site Maintenance

The Contractor shall dispose of all refuse created by the Contractor's activities and such refuse shall be hauled off of the project area and disposed of in a lawful manner.

2.5.6 Environmental Effects

The Contractor shall coordinate with the CTUIR and direct their activities in such a manner to minimize adverse effects on the environment.

2.5.7 Furnished Materials and Services:

The CTUIR or designated agent will acquaint the Contractor with work areas and access roads, administer the contract, and oversee all work elements. In addition, the CTUIR will provide:

- a. Daily inspection of work for compliance and certification of Contractors' work.
- b. Map of project area.
- c. Design/Construction details.
- d. Right of way agreements, easements, and any other necessary environmental and cultural clearances.
- e. Fish salvage crews.

2.5.8 Bid Itemization

Bid will include itemized costs per bid item component by quantities and unit cost including materials, proposed equipment, equipment hourly rate, operator hourly rate, and personnel hourly rates. Contractor will provide a lump sum price per bid item and total aggregate bid.

2.5.9. Point of Hire and Release

Project point of hire and release shall be at the project site.

2.5.10 Acceptance of Work

Acceptance of work will be determined by a 100% inspection of the work by the CTUIR. Nonconformance with any specification will classify the work as unsatisfactory, and rework will be required to bring the work up to the standards negotiated and agreed upon in the contract agreement. The Contractor shall maintain a complete copy of the contract and specifications and drawings from the Plans, including any field or design change notifications, available on-site at all times, for use by the Contractor and the Contractor's employees, and to provide for reference in discussions with CTUIR personnel.

2.5.11 Timeline and Delays

- a. The scheduled date for completion of the Project is **December 31, 2025**. The Contractor must complete all aspects of the work on, or before this date, unless completion is delayed due to conditions mutually agreed upon and designated in writing by the Contractor and the CTUIR.
- b. Once work commences, project work shall be ongoing. Work shall commence on a Monday-Friday schedule unless prior arrangements are made with the CTUIR. Any delay in daily production will be discussed and agreed upon through the CTUIR.
- c. Work shall not commence until a work schedule, provide to the Owner Representative prior to any work, is approved, then shall be continuous, unless weather conditions or circumstances beyond Contractor's control prevent working. The Owner Representative must approve deviation from the approved work schedule in writing.

2.5.12 Payment

The Contractor can invoice on a monthly basis during the project construction period or on the basis of completion of project tasks. Contractor shall coordinate closely with CTUIR representative during development, review, and submittal of project construction invoices to ensure consistency and timely approval and processing of invoices. The CTUIR will make payment within 30-days of receipt of an invoice following a final inspection that approves all work.

2.5.13 Use of Premises

No camping will be allowed on the project site. The project area shall be cleared of all non-forest debris resulting from contractor's operation as required by the CTUIR prior to final payment being received.

2.5.14 Davis-Bacon Act Wage Rates (10-13)

This project is funded with Federal funds. All employees of the prime contractor or subcontractor(s) shall be paid wages as per Davis-Bacon Act. It is the responsibility of the contractor to determine applicable wage determinations (www.wdol.gov/dba.aspx).

2.5.15 Build America Buy America Act Compliance

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations. This includes, but is not limited to, the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act" or BABA). Pub. L. No. 117-58, §§ 70901-52. These requirements include but are not limited to the following.

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with USDA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Prior to commencing work, and in accordance with the federal, state, and local laws and regulations, the Contractor must provide documentation to the CTUIR that demonstrates all items used by the Contractor to implement the contract comply with BABA.

2.5.16 Indian Preference

For Tribal Employment Rights Office Code (TERO) Certified Indian Owned Businesses, the applicable percentages per bid value on page 13, Section 5.06 of the TERO Code will apply. For all other Indian owned businesses, the contract will be awarded to the lowest, responsive, responsible, qualified bidder; unless a responsive, responsible Indian bidder is within 5% of the lowest bid or a maximum of \$45,000.

2.5.17 Tribal Employment Rights Office (TERO)

All aspects of the TERO Code will apply to this project. The TERO tax will be calculated per the tax rate structure found in the TERO Code, page 15, Section 6.03A. Lump sums will not be accepted. It is up to the Contractor to verify TERO requirements for each Group below.

Group 1, Construction Materials will not be subject to the provisions of the Tribal Employment Rights Office Code (available on the ftp site, instructions in Attachment B).

Group 2, Construction Services will be subject to the provisions of the Tribal Employment Rights Office Code (available on the ftp site, instructions in Attachment B). TERO fees should be included in proposal costs.

PART III – PROPOSAL REQUIREMENTS

For the purpose of this RFP, each interested Contractor will submit a proposal package to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Department of Natural Resources, Fisheries Program that includes the following sections and tabbed as follows:

- I) Cover letter
- II) Firm summary
- III) Organizational structure
- IV) Firm qualifications and experience
- V) Proposed approach of scope of work
- VI) Project Schedule and itemized cost
- VII) References

1. COVER LETTER

A cover letter must express the Contractor's interest in the project and commitment to the obligations expressed in the RFP. This letter should include the original signature of an authorized representative of the Contractor and indicate that the Contractor accepts all of the terms and conditions contained in the RFP.

2. FIRM SUMMARY

The Contractor will provide general information regarding their particular firm. This should include information about the company size, location, contracting experience within the region, areas of expertise and types of services, staff longevity, staff capabilities and training, and experience with natural resource restoration work and associated construction.

3. ORGANIZATION STRUCTURE

Identify the individuals responsible for managing the project, conducting specific project tasks, and their experience conducting those tasks for your firm. The Contractor should also include an organizational chart showing lines of communication and decision-making hierarchy as well as any sub-contractors. If a team of individuals from multiple contracting firms are assembled, adequately describe the role of each team member.

4. FIRM QUALIFICATIONS AND EXPERIENCE

The proposal will list the Contractor's and employee qualifications and experience in relationship to completing projects of similar nature. Please identify a minimum of three stream restoration projects that are similar to the proposed project which has been successfully completed within the last five years. Contractor must demonstrate experience in stream restoration projects involving project management and multi-agency coordination, environmental protection measures; engineer field surveying for project layout and construction verification; restoration and implementation of newly constructed channels and adjacent floodplain, stream log and rock structures, erosion control and planting; and equipment availability and operator experience.

Track-hoe operator(s) must have a demonstrable experience record and have a **minimum of 1,000 hours experience in stream restoration projects.**

5. PROPOSED APPROACH OF SCOPE OF WORK

Describe the approach the Contractor proposes to complete construction of the project as defined in the design drawings and specifications in the Plans. The Contractor should provide enough detail in the proposed approach to fully articulate the Contractors understanding of the scope and complexities of the project. This section should contain the Contractors planned construction approach, including schedule, staging and sequencing. The schedule must reflect sequencing and be maintained throughout the construction of the project. The proposal needs to fully articulate the Contractors understanding of the project relative to the complexities in the Plans as well as compliance with environmental compliance regulations and BMP's defined in the Plans. The Contractor should further describe the management approach that will be used when addressing key issues of the project, including but not limited to: avoiding conflicts, experience coordinating with tribal clients, non-governmental organizations, and engineering firms, facilitating reviews, budget control, conflict resolution, scheduling, change order management, and project closeout and any discrepancies, lack of clarity, or other questions arising from evaluation of the design plans and specifications specific to restoration projects.

6. PROJECT SCHEDULE AND ITEMIZED COST

Provide a detailed timeline or schedule describing tasks to be completed, project milestones, time necessary to complete each task and the overall project. Provide evidence that adequate management effort, supportive staff, and resources will be committed to the timely completion of the project. Describe the approach for maintaining and updating the project schedule and communicating that to the Owner Representative throughout the project. Provide a lump sum line-item cost for mobilization, individual work elements and the total project cost from the point of project implementation until completion (Attachments C). The total potential price of all items combined and the prices for individual work items will be considered as part of the evaluation factors.

The CTUIR project staff welcomes cost-effective alternatives to expedite the proposed implementation schedule. These alternatives must be provided as an optional line item in addition to the original cost proposal. If approved by CTUIR, the project design and specifications from the Plans will be revised through design change and/or field change notices as applicable.

7. REFERENCES

References are required from at least three (3) projects similar to the proposed project. Include project name, contact name, address, and telephone number, a description of the project, project completion date, and the relationship of the contact person to the project referenced.

PART IV – SELECTION CRITERIA

Proposal selection will be completed through a quality-based selection process (QBS) by a review team. The CTUIR will issue a contract agreement to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The criteria to be evaluated and weighted are outlined below.

- I. **Adequacy of Technical Proposal:** 100 points
 - a. Proposal content and applicability of the approach for addressing and fulfilling the project design specifications and adhering to the project implementation plan (50); and,
 - b. Proposal is clearly and concisely written and demonstrates a full understanding of the project (50).

- II. **Contractor Qualifications and Experience:** 165 points
 - a. Qualifications of Contractor (40) (prior experience of all aspects in stream restoration projects similar to the proposed project, project references and technical experience);
 - b. Project management experience in planning, implementing and managing stream restoration projects and schedules (40);
 - c. Past Performance on similar projects (75); and,
 - d. Company resources available (10); (organization of company, equipment and staffing, and abilities to meet budget and timelines).

- III. **Aggregate Bid Price:** 80 points
 - a. The total potential price of all items combined and the prices for individual items will be considered as part of the evaluation factors (40); and,
 - b. Cost is further evaluated through a cost/benefit analysis based on proposed work, technical compliance of the RFP project specifications, and technical expertise (40).

- VI. **Indian Preference:** 5 points
 - Must meet these factors in order to secure Indian Preference status;
 - 1. Membership in a Federally recognized Tribe;
 - 2. Indian Ownership of 51% or more;
 - 3. Indian Control;
 - 4. Indian Management;
 - 5. Financing obtained by Indian person; and,
 - 6. Equipment obtained by Indian person.

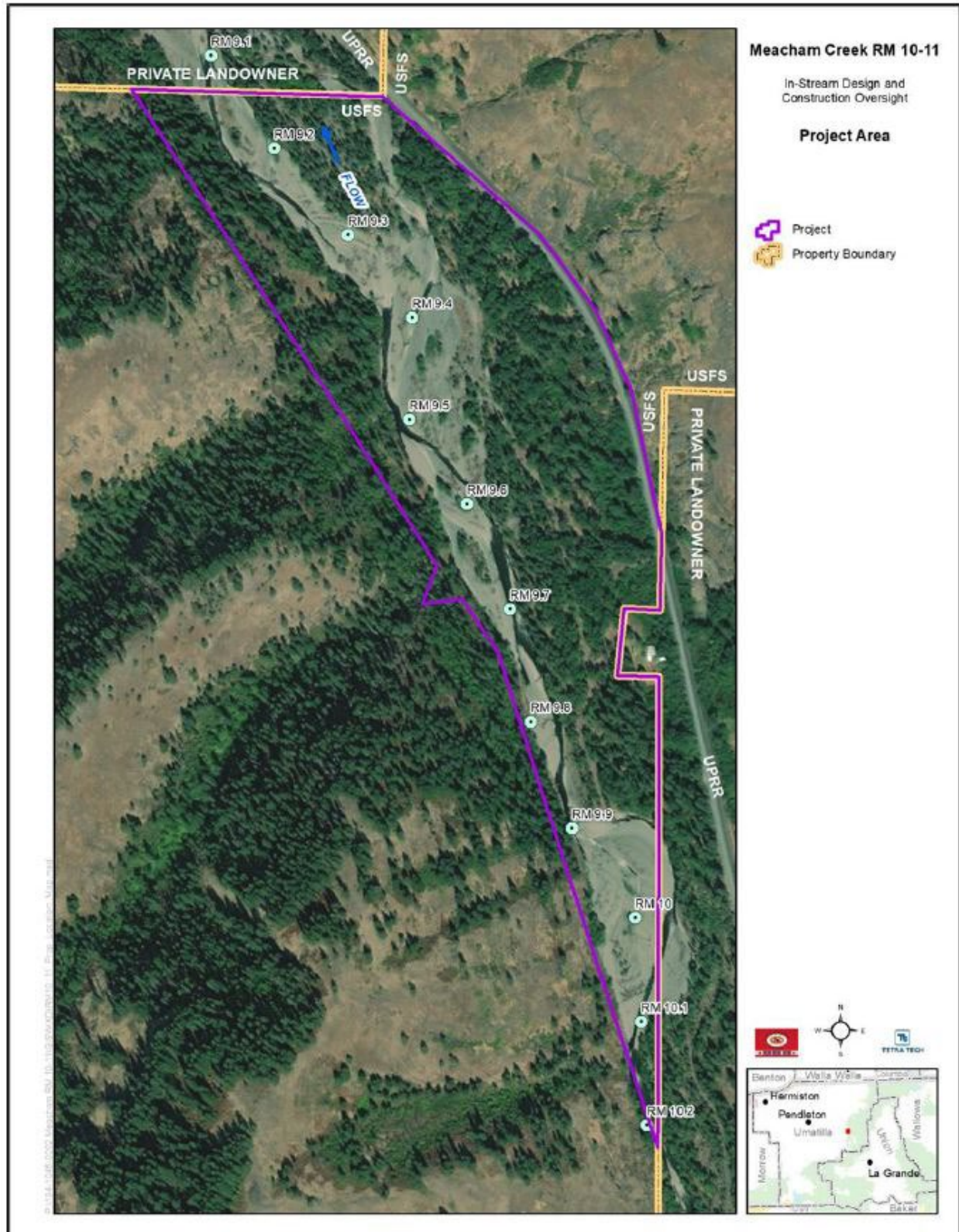
The RFP process is designed to result in the selection of a contractor who demonstrates the capability to complete the work at the best value. The CTUIR reserves the right to contract all or portions of the work to individual contractors.

PART V – Attachments

The following items are attached to the RFP:

- **Attachment A:** *Project Site Vicinity Maps*
- **Attachment B:** *Proposed Action Figures and Specifications (“Plans”) and TERO Code*
- **Attachment C:** *Bid Item Summary Sheet*
- **Attachment D:** *CTUIR GIS Standards and Requirements*
- **Attachment E:** *Oregon Watershed Enhancement Board Build America Buy America Act compliance agreement for project # 222-6026-22278.*

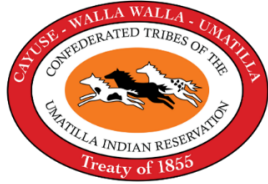
Attachment A: Project Site Vicinity Maps



Attachment B: Proposed Action Figures and Specifications (“Plans”) and TERO code

The Plans will be discussed with the Contractors who attend the mandatory pre-bid tour. Unless other arrangements are made in advance, these materials will be available on the CTUIR website [Reports & Data – Umatilla River Basin](#). Files can be copied or drag/drop to computer or opened.

The Meacham Creek RM 10-11 Restoration and In-stream Enhancement Project Construction Materials and Construction Services project activities are subject to CTUIR TERO compliance agreement and other provisions in the code.



Attachment C: Bid Item Summary Sheets

RFP No. 2025-02/401-025
Date Issued: May 1, 2025

Meacham Creek RM 10-11 Restoration and Instream Enhancement Construction Materials and Services

Bid Item	Item Description	Total Quantity	Unit	Unit Price	Proposed Equipment	Equipment Hourly Rate	Operator Hourly Rate	Personnel Hourly Rate	Total Bid Price
Group 1									
1	Stream Structures (Acquisition)								\$
	Large Trees and Logs	239	EA						
	Racking	660	EA						
	Boulders	72	EA						
Group 2									
2	Site Preparation			Lump Sum					\$
	Clearing and Grubbing	3.5	AC						
	Mobilization and Demobilization	1	LS						
	Construction Survey	1	LS						
3	Earthwork			Lump Sum					\$
	Excavation – Berm, Dike, Levee Removal	11,500	CY						
	Fill – Gravel Augmentation	11,500	CY						
	Decompaction	1.5	AC						
4	Stream Structures (Installation)								
	Channel Bleed Through	11	EA						
	Log Accumulation Jam	12	EA						
	Right & Left Log Structure	9	EA						
5	Conifer Log Placement			Lump Sum					\$
	Place Conifer Logs As Directed	194	EA						
6	Erosion Control and Site Rehabilitation			Lump Sum					\$
	Construction Area BMPs & Permitting	1	LS						
	Material Storage Areas	1	LS						
	Temporary Erosion and Sedimentation Control	1	LS						
	Site Stabilization – Seeding	1	LS						

	7	Other Items			Lump Sum					\$
		Dewatering and Cofferdams	12	EA						
		Temporary Bridges	4	EA						
		Project Cleanup and Repairs	1	LS						
		Construction Surveying ("Record" Drawing survey and points; QA/QC)	1	LS						
		Oregon DEQ 1200C permit	1	LS						
		Union Pacific RR Protective Liability Insurance	1	LS						
		Subtotal								\$
		TERO Fee on Group 2 Only (3% subtotal)								\$
		TOTAL AGGREGATE BID								\$

CONTRACTOR'S FULL LEGAL NAME: (PLEASE PRINT OR TYPE):	
AUTHORIZED SIGNATURE:	
PRINTED NAME AND TITLE OF PERSON SIGNING:	
DATE:	
COMPANY ADDRESS:	
FAX NUMBER:	
EMAIL ADDRESS:	
BID PRICES VALID FOR DAYS	

Attachment D: CTUIR GIS Standards and Requirements

The CONTRACTOR shall provide the TRIBES with a digital copy of all finished products that include geographic information. All geographic information shall be delivered in a digital, georeferenced format. Metadata shall be included with all deliverables. The TRIBES use ESRI ArcGIS software as its standard GIS platform, SQL server as its primary database software. This schedule provides a minimum set of requirements for the delivery of GIS files being created for CTUIR. Further requirements may be included in the project implementation plan. All geographic data shall be expected to meet these minimum levels of standards.

If attribute information are collected in addition to geographic positions the CONTRACTOR shall provide a digital data dictionary file that has been approved by the persons responsible for the contract for CTUIR in terms of expected content and format. The data dictionary file must describe all the associated attribute information. Included in the data dictionary must be a definition of each table and each column within the table. The table definition must include the purpose, structure, and a list of any associated features. The column definition must include the data type, data precision, and a brief description of each of the values that may be included in the column (including an explanation of any abbreviations or codes that are utilized). If an extensive number of abbreviations or codes will be utilized to populate a column, a separate domain list shall be provided. All domain list values must be accompanied by a description especially in the case of abbreviations. The preferred delivery format for all GIS attribute tables is a comma delimited, ASCII text file format with all column headings specified.

1. Data Collection Standards.

1.1. Survey Data Standards. CONTRACTOR shall:

- 1.1.1. use known Tribal survey monuments if working within the reservation boundary,
- 1.1.2. meet a minimum level or accuracy for all survey work (1/100th of a foot),
and
- 1.1.3. submit a digital file of all survey points and a digital file of their associated attribute descriptions.

1.2. GPS Data Standards. CONTRACTOR shall ensure:

- 1.2.1. all geographic features collected have a unique identification which links it with its attribute information in an associated table,
- 1.2.2. all attribute tables have a digital data dictionary file,
- 1.2.3. horizontal coordinates are documented and meet a minimum level of accuracy as is appropriate for the scope of work. To determine appropriateness, the following guidelines shall be used:
 - 1.2.3.1. Survey Grade are the most accurate and most commonly used in situations where accuracy is essential (engineering applications, property boundary determinations, etc.), as such they are the preferred method. They typically provide true positional accuracy within a centimeter in the horizontal direction and elevation accuracies within 10 centimeters.
 - 1.2.3.2. Mapping Grade receivers must be differentially corrected GPS to

reduce positional errors. Differential correction is the process of improving fixed positions utilizing data from a base station. With differential correction, horizontal accuracies from one to two meters can be achieved, while vertical accuracy is around 3 meters. These receivers are most commonly used by GIS professionals for gathering data for inventories, resource mapping, environmental management and infrastructure management. This method is permissible if Survey Grade cannot be provided.

- 1.2.3.3. Recreational Grade are the least accurate units, and are not permitted without express authorization from the TRIBES' Office of Information Technology. This is typically used for outdoor recreational activities, these receivers can have up to 20 meters in positional error.

1.3. Georeferencing.

- 1.3.1. Survey grade information must be georeferenced to the approved coordinate system as adopted by the Oregon Legislature in the Oregon Revised Statute 93.330:

Oregon State Plane North
Projection: Lambert_Conformal_Conic
False_Easting: 8202099.737533
False_Northing: 0.000000
Central_Meridian: -120.500000
Standard_Parallel_1: 44.333333
Standard_Parallel_2: 46.000000
Latitude_Of_Origin: 43.666667
Linear Unit: Foot (0.304800)

Geographic Coordinate System: GCS_North_American_1983
Angular Unit: Degree (0.017453292519943299)
Prime Meridian: Greenwich (0.000000000000000000)
Datum: D_North_American_1983
Spheroid: GRS_1980
Semimajor Axis: 6378137.000000000000000000
Semiminor Axis: 6356752.314140356100000000
Inverse Flattening: 298.257222101000020000

- 1.3.2. Geographic data including data other than survey grade information, such as CAD, GIS, Aerial Imagery, and Photography must be georeferenced using the following coordinate system:

NAD83 UTM Zone 11 North Projection:
Transverse_Mercator False_Easting:
500000.000000
False_Northing: 0.000000
Central_Meridian: -117.000000
Scale_Factor: 0.999600
Latitude_Of_Origin: 0.000000
Linear Unit: Meter (1.000000)

Geographic Coordinate System: GCS_North_American_1983
Angular Unit: Degree (0.017453292519943299)
Prime Meridian: Greenwich (0.000000000000000000)
Datum: D_North_American_1983
Spheroid: GRS_1980

- 1.3.3. All aerial photography and satellite imagery must be georeferenced and orthographically rectified unless otherwise authorized by the TRIBES' Office of Information Technology.

2. Data Development Requirements.

2.1. ArcGIS data.

- 2.2.1. All intersecting lines shall be processed to remove overshoots and undershoots.
- 2.2.2. Lines, polygons, points and annotation must not be duplicated.
- 2.2.3. Polygons must have only one label per feature.
- 2.2.4. Polygons must edge match without slivers.
- 2.2.5. Polygons must not overlap.
- 2.2.6. Polygons must close without overshoots or undershoots

2.2. CAD data.

- 2.2.1. Zero length segments shall be removed.
- 2.2.2. Different feature types shall not share a common line segment.
- 2.2.3. Snapping shall be set such that lines intersect.
- 2.2.4. All block definitions shall be provided.
- 2.2.5. A detailed layer list shall be provided.

2.3. LiDAR data. CTUIR follows the Oregon Airborne LiDAR Data Standard

2.4. A project report describing the processing steps shall be provided.

3. Data Delivery Requirements:

- 3.1 Vector Data. Points, polygons and lines (parcels, roads, streams, buildings, etc.) – shall be delivered in the following formats:
ESRI Shape file format,
ESRI File Geodatabase format,
- 3.2 CAD data. Electronic files of all developed CAD data as DWG shall be provided including a PDF of survey or as-built.
- 3.3 Raster Data. (aerial photos and other remote sensing imagery) shall be in the following formats: TIFF, JPEG, ERDAS IMAGINE, GRID, GEOJPG.
- 3.4 LiDAR Data. CTUIR follows the Oregon Airborne LiDAR Data Standard. All LiDAR data

collections must meet those standards. Unless otherwise stated in the project implementation plan CONTRACTOR shall provide:

- 3.4.1 LAS files, containing classification values.
- 3.4.2 Intensity grid.
- 3.4.3 Highest hits grid.
- 3.4.4 Bare earth digital terrain model as a DEM

3.5 Metadata. A metadata file shall be submitted for each digital file delivered to CTUIR. Metadata must provide sufficient information to allow a reasonable understanding of the source, accuracy, modifications to, and applicability of the data provided. All submitted metadata shall follow Federal Geographic Data Committee (FGDC) Standards specified in *Content Standard for Digital GeoSpatial Metadata (FGDC-STD-001-1998)* (FGDC 1998). All metadata should be submitted in text (*.txt), Microsoft Word (*.doc), or the ESRI compatible XML format.).

3.5.1 Minimum metadata standards for geographic information. The CONTRACTOR shall:

- 3.5.1.1 Provide a purpose statement identifying the project for which the data was created,
- 3.5.1.2 Identify the original source of the data,
- 3.5.1.3 Identify the creator of the data,
- 3.5.1.4 Indicate the date that the data was input into a GIS system,
- 3.5.1.5 Provide confidence of attribution data,
- 3.5.1.6 Provide positional confidence of the object location (horizontal and vertical),
- 3.5.1.7 Identify hardware used to collect and process the data,
- 3.5.1.8 Identify software used to collect and process the data,
- 3.5.1.9 Identify the attributes associated with the data.

Attachment E: OWEB Build America Buy America Act Compliance



GRANT AMENDMENT

Oregon Watershed Enhancement Board

Project Number: 222-6026-22278

Project Name: PA4 Birch Creek Instream Enhancement & Floodplain Restoration

Grantee: Confederated Tribes Umatilla Indian Reservation

Grantee Address:

46411 Timine Way
Pendleton, OR 97801

The grant agreement for Project Number: **222-6026-22278** is amended as follows:

Exhibit B – Conditions of Agreement

1. Build America Buy America Act Compliance (BABA)
 - A. Project Completion Reporting

In order to document compliance with the conditions listed in C below, the Grantee must submit a letter with the Project Completion Report certifying compliance with BABA. A template can be found on the OWEB Website. The Grantee is required to keep a list of all materials used and manufacturer letters for all materials on file at the Grantee's office and provide documentation upon request.
 - B. Contracts

For contracted construction work, construction contracts must include language requiring the contractor to only procure and install items that comply with BABA. Contractors must provide documentation to the Grantee that demonstrates all items used to implement the contract comply with BABA and the Grantee must retain that information on file. These documents should not be sent to OWEB but should be maintained by the grantee according to the records retention schedule included in the grant agreement.
 - C. Build America Buy America Act Compliance

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations. This includes, but is not limited to, the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. These requirements include but are not limited to the following.

 - i. All iron and steel items used in projects must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.



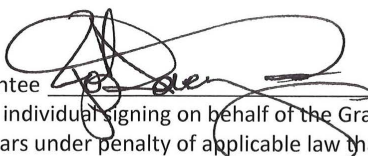
- ii. All manufactured products used in projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
- iii. All construction materials used in projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

All other provisions of the grant agreement remain unchanged.

Justification for the Amendment

OWEB had updated its requirements for documenting grantee compliance with Build America Buy America Act.

AMENDMENT APPROVED:

Grantee 
The individual signing on behalf of the Grantee hereby certifies and swears under penalty of applicable law that s/he is authorized to act on behalf of Grantee.

Date 3/21/2025

OWEB Project Manager _____



Digitally signed by Amy Charette
DN: cn=OWEB, cn=Amy Charette, e=amy.charette@oweb.oregon.gov
Reason: I am the author of this document
Location:
Date: 2025.03.25 14:22:29 -0700
Foxit PDF Editor Version: 12.1.9

Date _____

OWEB Program Manager _____

Eric Williams
I am approving this document
2025.03.25
15:22:42
-0700

Date _____